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# A G R E E M E N T

BETWEEN

THE SHEET METAL  
CONTRACTORS  
ASSOCIATION

---

AND THE

A M A L G A M A T E D  
SHEET METAL WORKERS UNION

No. 73, of Chicago and Cook Co.

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Union Meets Every Tuesday Evening, at 198 East  
Madison St. Tel. Main 4575

CLOHESEY & CO., PRINTERS, 84 TO 96 FIFTH AVE





**This Agreement**, made this 2nd day of January, 1902, by and between The Sheet Metal Contractors' Association (Employers' Association), party of the first part, and Amalgamated Sheet Metal Workers' Union, No. 73, of Chicago and Cook County, party of the second part, for the purpose of establishing a wage scale and working rules for Cook County only, and for the further purpose of preventing strikes and lockouts and facilitating a peaceful adjustment of all grievances and disputes, which may, from time to time, arise between the employer and mechanics in the Sheet Metal trade.

2. *No Outside Interference.* WITNESSETH, That both parties to this agreement hereby covenant and agree that they will not tolerate nor recognize any right of any other association, union, council or body of men, not directly parties hereto, to interfere in any way with the carrying out of this agreement; and that they will use all lawful means to compel their members to comply with the arbitration agreement and working rules as jointly agreed upon and adopted.

3. *Principles upon which this Agreement is Based.* Both parties hereto this day hereby adopt the following principles as an absolute basis for their joint working rules, and to gov-

ern the action of the Joint Arbitration Board as hereinafter provided for.

1. That there shall be no limitation as to the amount of work a man shall perform during his working day.
2. That there shall be no restriction of the use of machinery or tools.
3. That there shall be no restriction of the use of any manufactured materials except prison-made.
4. That no person shall have the right to interfere with workmen during working hours.
5. That the use of apprentices shall not be prohibited.
6. That the foreman shall be the agent of the employer.
7. That all workmen are at liberty to work for whomsoever they see fit.
8. That all employers are at liberty to employ and discharge whomsoever they see fit.

(EXPLANATION TO 7 AND 8. This means that these are rights of the individual workman, and the individual employer and are not to be interfered with by any rule, regulation or threat of fine or punishment by either party hereto.)

4. *Hours.* Eight hours shall constitute a day's work, except on Saturdays during the months of June, July and August, when work may stop at twelve o'clock noon, with four hours pay for the day.

5. *Overtime.* Time and one-half shall be paid for overtime. Work done between the hours of 5 p. m. and 10 p. m. and also Saturday afternoons during the months of June,

July and August shall be paid for as overtime, when only one shift of men are employed on the job. From 10 p. m. till 8 a. m. double time shall be paid when same shift is employed.

6. *Holidays.* Double time to be paid for work done on Sundays throughout the year and also for work done on the following five holidays (or days celebrated as such): Decoration day, Fourth of July, Thanksgiving day, Christmas and New Year's day, Sunday and Holiday time to cover any time during the 24 hours of the said calendar days.

7. *Extra Shifts.* Where work is carried on with two or three shifts of men, working eight hours each, then only single time shall be paid for both night and day work during week days and double time for Sunday and the above mentioned holidays.

8. *Labor Day.* No work shall be done on Labor day.

9. *Wages.* The minimum rate of wages to be paid shall be 42½ cents per hour, payable in lawful money of the United States.

10. *Car Fare.* Car fare for men working outside of shop in excess of that used between residence and shop shall be paid by employer.

11. This agreement to apply to all journeymen sheet metal workers, now members of the second party as per list to be furnished by



second party not later than February 5th, 1902.

Journeymen sheet metal workers who become members of the second party after the date hereof must be approved by a committee of the Joint Arbitration Board before their names can be put on said list.

It is further agreed that no journeyman member of the second party whose name is or may be placed on said list will work at any employment competitive to any member of the first party for less than 42½ cents per hour nor under other rules than those herein.

12. *Pay Day.* It is agreed that journeymen shall be paid at least once every two weeks and not later than Wednesday.

13. *Working with Non-Union Men.* Members of the second party shall work with non-union sheet metal workers on any building or in any shop, or job, if a sufficient number of union sheet metal workers cannot be furnished.

No member or members affiliated with the second party shall leave the work of the party of the first part because non-union men in some other line of work or trade are employed on a building, or in the shop or job where said second party is employed.

14. *Foreman.* The Foreman—if a union man—shall not be subject to the rules of his union while acting as foreman, and no fines shall be entered against him by his union for

any cause whatever, while acting in such capacity; it being understood that a Foreman shall be a competent mechanic in his trade and be subject to the decisions of the Joint Arbitration Board. A foreman is a man who has general charge of all work in shop or department thereof, and also a man who has charge of all outside work.

15. *Steward.* Whenever two or more journeymen members of the second party are working together, a Steward may be selected by them from their number to represent them, who shall, while acting as Steward, be subject only to the rules and decisions of the Joint Arbitration Board. No salary shall be paid to a journeyman for acting as Steward. He shall not leave his work or interfere with workmen during working hours and shall perform his duties as Steward so as not to interfere with his duty to his employer. He shall always, while at work, carry a copy of the working rules with him.

16. *Apprentices.* Each employer shall have the right to teach his trade to apprentices, and the said apprentices shall serve for a period of not less than four years, as prescribed in the apprentice rules to be agreed upon by the Joint Arbitration Board, and shall be subject to control of the said Joint Arbitration Board.

17. *Arbitration.* Both parties hereto agree

that any and all disputes between any member or members of the Employers' Association on one side, and any member or members of the Union, on the other side, during the life of this agreement, shall be settled by arbitration in the manner hereinafter provided for, and for that purpose both parties hereto agree that they will, at their annual election of each year, elect an Arbitration Committee to serve one year and until their successors are elected and qualified. In case of death, expulsion, removal or disqualification of a member or members on the Arbitration Committee, such vacancy shall be filled by the Association or Union, at its next regular meeting. The Arbitration Committee for each of the two parties hereto shall consist of five members, and they shall meet not later than the fourth Thursday of January each year in joint session, when they shall organize a Joint Arbitration Board by electing a president, secretary, treasurer and umpire. The Joint Arbitration Board shall have full power to enforce this agreement entered into between the parties hereto, and to make and enforce all lawful working rules governing both parties. No strikes, lock-outs or stoppage of work shall be resorted to, pending the decision of the Joint Arbitration Board. When a dispute or grievance arises between a journeyman and employer (parties hereto) or an apprentice and his employer, the question at issue shall be submitted in writing to the presi-



dents of the two organizations, and upon their failure to agree and settle it, or if one party to the dispute is dissatisfied with the decision, it shall then be submitted to the Joint Arbitration Board at their next regular meeting. If the Joint Arbitration Board is unable to agree, the umpire shall be requested to sit with them, and after he has heard the evidence, cast the deciding vote. All verdicts shall be decided by majority vote, by secret ballot, be rendered in writing, and be final and binding on all the parties to the dispute.

The question of placing additional names on the list provided for by section eleven, shall be entirely in the control of the Joint Arbitration Board subject to said article eleven and to the rest of this agreement.

18. *Umpire.* An Umpire shall be selected who is in nowise affiliated or identified with the building industry, nor an incumbent of a political elective office.

19. *Meetings.* The Joint Arbitration Board shall meet to transact routine business the first Wednesday in January, April, July and October, but special meetings shall be called on twenty-four hours' notice by the president upon application of three members.

The Joint Arbitration Board has the right to summon any member or members affiliated with either party hereto against whom com-

plaints are lodged for breaking this agreement or working rules, and also appear as witness. The summons shall be handed to the president of the association or union to which the member belongs and he shall cause the member or members to be notified to appear before the Joint Arbitration Board on date set.

20. *Fines for Non-Attendance at Witness.* Failure to appear when notified, except (in the opinion of the Board) valid excuse is given, shall subject a member to a fine of twenty-five dollars for the first offense, fifty for the second and suspension for the third.

21. *Salaries.* The salary of each representative on the Joint Arbitration Board shall be paid by the Association or Union he represents.

22. *Quorum.* Seven members present shall constitute a quorum in the Joint Arbitration Board but the chairman of each of the two Arbitration Committees shall have the right to cast the vote in the Joint Arbitration Board for any absent member of his committee.

23. *Fines as Result of Arbitration.* Any member or members affiliated with either of the two parties hereto, violating any part of this agreement or working rules established by the Joint Arbitration Board, shall be subject to a fine of from ten to two hundred dollars, which fine shall be collected by the president of the Association or Union to which the of-

fending member or members belong, and by him paid to the treasurer of the Joint Arbitration Board not later than thirty days after the date of levying of the fine.

If the fine is not paid by the offender or offenders it shall be paid out of the treasury of the Association or Union of which the offender or offenders were members at the time the fine was levied against him or them, and within sixty days of date of levying same; or in lieu thereof the Association or Union to which he or they belonged shall suspend the offender or offenders and officially certify such suspension to the Joint Arbitration Board within sixty days from the time of fining, and the Joint Arbitration Board shall cause the suspension decree to be read by the presidents of both the Association and Union at their regular meeting and then post said decree for 60 days in the meeting rooms of the Association and Union. No one who has been suspended from membership in the Association or Union for neglect or refusal to abide by the decisions of the Joint Arbitration Board can be again admitted to membership except by paying his fine or by unanimous consent of the Joint Arbitration Board.

All fines assessed by the Joint Arbitration Board and collected during the year shall be equally divided between the two parties hereto

by the Joint Arbitration Board at the last regular meeting in October.

24. *Rules for Arbitration Board and for Parties Hereto.* All disputes arbitrated under this agreement must be settled by the Joint Arbitration Board, in conformity with the principles and agreements herein contained, and nothing herein can be changed by the Joint Arbitration Board.

No by-laws or rules, conflicting with this agreement or working rules agreed upon, shall be passed or enforced by either party hereto against any of its affiliated members in good standing.

25. *Termination.* It is agreed by the parties hereto that this agreement shall be in force between the parties hereto until April 1st, 1903.

26. *Withdrawal from the Building Trades Council.* This agreement shall only become operative when the Union withdraws permanently from the Building Trades Council of Chicago, and agrees not to become affiliated with any organization of a like character during the life of the agreement.

27. On behalf of the party of the first part:

James A. Miller,  
J. W. Mathis,  
Johnston H. McIlroy,  
Frank Boightmann,  
Harry Knisely.

28. On behalf of the party of the second part:

Fred. A. Pouchot,  
Ed. Hogan,  
B. A. Schooley,  
Thos. Redding.

29. In accordance with the power created by our Union, we have this day withdrawn from the Building Trades Council of Chicago, and agree not to become affiliated with any organization of a like character during the life of this agreement.

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